



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW


Number 10-80

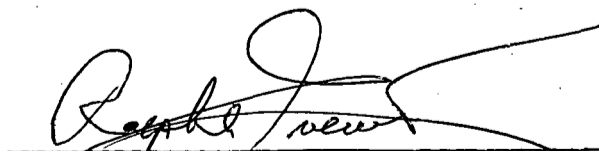
To authorize the execution of an Agreement between Canreath Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, The Canada Trust Company, The Toronto-Dominion Bank and Stevemar Investments Limited.

The Council of the Corporation of the City of Brampton ENACTS as follows:

THAT the Mayor and the Clerk are hereby authorized to execute an Agreement between Canreath Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, The Canada Trust Company, The Toronto-Dominion Bank and Stevemar Investments Limited, attached hereto as Schedule "A" and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of January, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No.43) :

THE CORPORATION OF THE CITY OF BRAMPTON,  
being interested in the land entered  
as Parcels 1-1 and 2-1  
in the Register for Section 11-94  
of which CANREATH HOLDINGS LIMITED  
is the registered owner, hereby apply to have  
Notice of an Agreement dated the 14th day of January, 1980  
and made between CANREATH HOLDINGS LIMITED, THE CORPORATION  
OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL,  
THE CANADA TRUST COMPANY, THE TORONTO DOMINION BANK and  
STEVEMAR INVESTMENTS LIMITED

entered on the parcel register.

The evidence in support of this Application consists of:

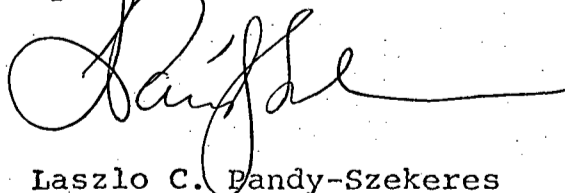
1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
or improper purpose.

DATED AT BRAMPTON, this 31st day of March 1980

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate  
this 14<sup>th</sup> day of JANUARY, 1980.

B E T W E E N:

CANREATH HOLDINGS LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

AND

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

AND

THE CANADA TRUST COMPANY, THE TORONTO-  
DOMINION BANK and STEVEMAR INVESTMENTS  
LIMITED

hereinafter called the "Mortgagees"

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called "the lands") and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has constructed on the lands multi-usage buildings (herein called "the buildings"), of approximately 63,000 square feet for the purpose of leasing space in the buildings for industrial-commercial purposes;

AND WHEREAS the buildings have been constructed in accordance with City and Regional requirements pursuant to previous agreements;

AND WHEREAS the Owner has applied to the City for a rezoning of the land and the City is of the opinion that such rezoning would not be proper and in the public

interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1.

Site  
Plan

Provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board, the Owner, in addition to any other requirements of this agreement, covenants and agrees that the lands shall be developed only in accordance with the site plan annexed hereto as Schedule B to this agreement and further covenants and agrees to provide the services, works, landscaping, facilities and matters referred to in this agreement and shown on the site plan and all other plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

2.

Commis-  
sioner  
of Public  
Works

For the purpose of this agreement, the Commissioner of Public Works shall mean with respect to all sanitary sewer and water services and Regional roads and storm drainage on Regional roads and any other Regional matter, the Commissioner of Public Works for The Regional Municipality of Peel and with respect to all other matters contained in this agreement, shall mean the Commissioner of Public Works for the City of Brampton.

3.  
Ingress  
& Egress

The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule B. All ramps, driveways and parking areas have been constructed in accordance with the requirements of the City and the Region and the Owner covenants for itself and its successors and assigns to maintain the said ramps, driveways and parking areas and all pavement markings in a good state of repair to the satisfaction of the Commissioner of Public Works.

4.  
Clean  
Site

The Owner shall use such means as may be necessary during the term of this Agreement to keep the lands in a clean condition and free from earth and other material.

5.  
Grading,  
Building  
and Land-  
scaping  
Plans

Detailed landscaping plans for the lands have been filed by the Owner and approved by the Commissioner of Planning and Development. All landscaping, including any landscaping on City, Regional or Provincial lands, all as shown on the said landscape plans, abutting the lands shown on Schedule B hereto, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule B. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. No existing trees other than those presently approved for removal in accordance with the landscape plans shall be removed without prior written approval of the City Commissioner of Planning and Development. The Owner agrees that all landscaping, in accordance with the approved landscape plan, shall be completed within twelve (12) months following the approval of the zoning by-law referred to in paragraph 1 hereof. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

6. Taxes The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by The Corporation of the City of Brampton.

7. Securities The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to One Hundred Per Cent (100%) of the cost of all works on public land and all landscaping required to be performed by this agreement as estimated by the Commissioner of Public Works to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

8. Cash-in-lieu of Sidewalk The Parties agree that in lieu of the Owner installing a sidewalk along the Steeles Avenue frontage of the lands, the Owner shall pay cash-in-lieu in the amount of TWENTY-SIX HUNDRED (\$2,600.00) DOLLARS.

9. Notwithstanding any of the provisions of this By-laws agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

10. The Owner hereby grants to the City, its Entry on the Lands servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

11. The lands more particularly described in Lands Affected Schedule A annexed hereto are the lands affected by this agreement.

12. Every provision by which the Owner is obligated Expenses in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

13. The Mortgagees join herein to consent to the Mortgagees terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

14. The covenants, agreements, conditions and Successors & Assigns undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

CANREATH HOLDINGS LIMITED

Per: Gerald Epstein  
PRESIDENT TITLE

Per: Lee Josephich  
SEC-TREAS. TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

Per: James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Per: Ralph A. Everett  
RALPH A. EVERETT CLERK

THE REGIONAL MUNICIPALITY OF PEEL

Per: W. M. Malar  
CHAIRMAN (ACTING) TITLE

Per: Alan MacKae  
ACTING CLERK TITLE

THE CANADA TRUST COMPANY

Per: J. Smeu Ski  
AUTHORIZED SIGNING OFFICER TITLE

Per: C. Stewart  
AUTHORIZED SIGNING OFFICER TITLE

THE TORONTO-DOMINION BANK

Per: J. H. Braadock  
ASSISTANT GENERAL MANAGER TITLE

Per: \_\_\_\_\_  
TITLE

STEVEMAR INVESTMENTS LIMITED

Per: M. Haysler  
SECRETARY/TREASURER TITLE

Per: Iris Epstein  
SECRETARY/TREASURER TITLE

AUTHORIZATION BY-LAW	
NUMBER	10-80
PASSED BY CITY	
COUNCIL ON THE	14 <sup>th</sup>
DAY OF	JANUARY 1980

APPROVED AS TO  
FORM AND CONTENT  
A. Haysler

APPROVED  
T. D. B.  
18858

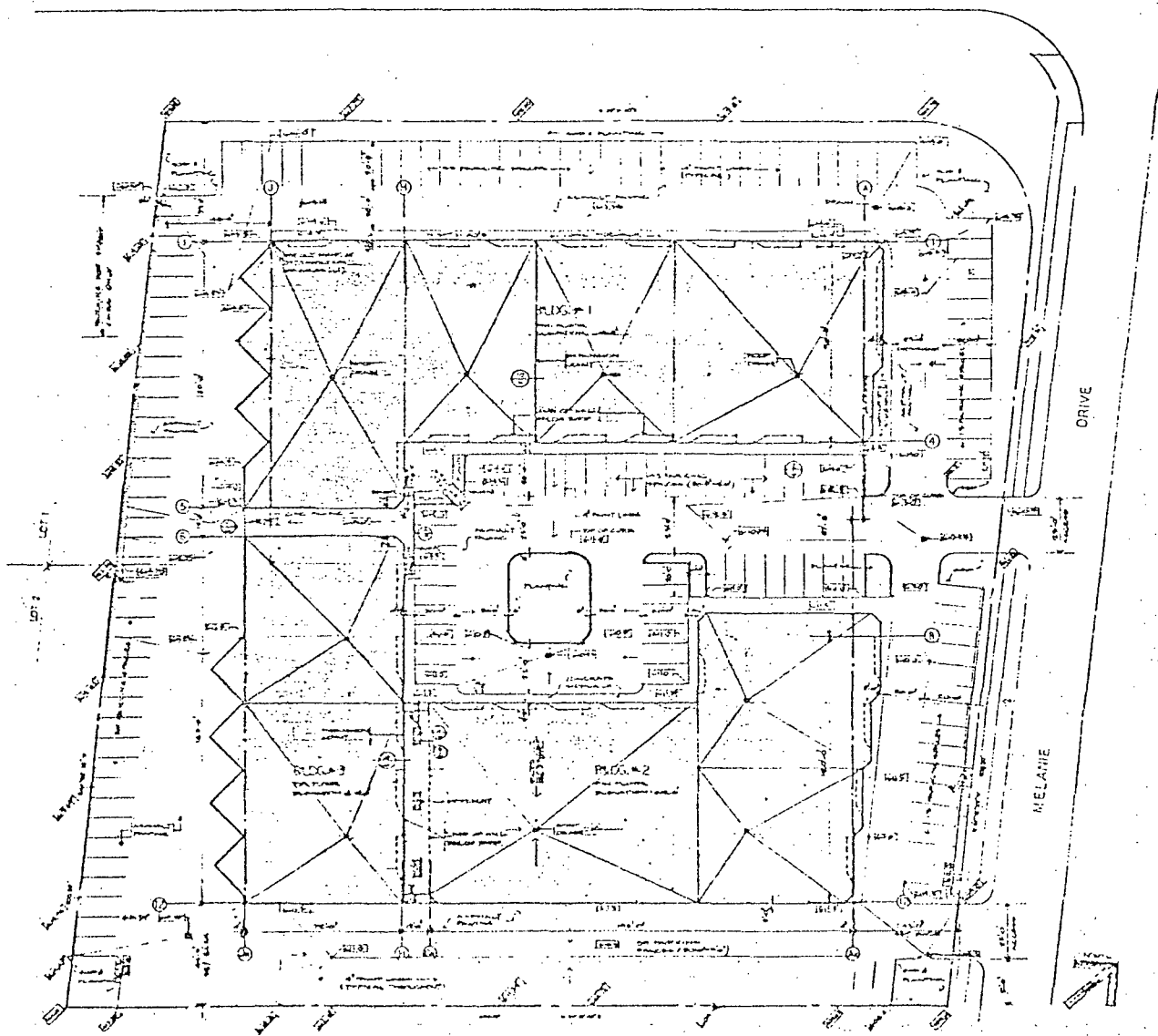
AUTHORIZATION BY-LAW	
NUMBER	24-80
PASSED BY THE REGIONAL	
COUNCIL ON THE	28
DAY OF	February 1980



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Mississauga, in the County of Peel), and being composed of part of Lot 15, Concession 5, East of Hurontario Street, and being composed of Lots 1 and 2, according to a Plan filed in the Land Registry Office for the Land Titles Division of Peel (No. 43), as M-94.

STEELES AVENUE



GROSS FLOOR AREA:

Building No.1 27,181 s.f.  
Building No.2 20,536 s.f.  
Building No.3 12,510 s.f.  
TOTAL 60,227 s.f.

PARKING 183 Spaces

DEVELOPMENT AGREEMENT  
Schedule B



1:1000

CITY OF BRAMPTON  
Planning and Development

Date: 1979 08 09 Drawn by: C.R.E.

PASSED January 14th, 1980

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# BY-LAW

No. 10-80

To authorize the execution of an agreement between Canreath Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, The Canada Trust Company, The Toronto-Dominion Bank and Stevemars Investments Limited.

**DUPLICATE**

DATED: 14 January 1980

CANREATH HOLDINGS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

No. **262533**

Received in the Office of Land Titles

Brampton at 4:00 P.M.

on the 1 day of April 1980

entered in

Parcel 1-1 & 2-1

Section M-94.

for *M. Judge D.L.R.*  
Land Registrar

---

A G R E E M E N T

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~~JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4~~

**CITY OF BRAMPTON  
Law Department  
150 Central Park Drive  
Brampton, Ont. L6T 2T9**